

EXHIBIT C

AUG 11 2003 9:02PM HP LASERJET 3200

Monday, August 19, 2002 8:14 PM

RC COMPONENTS

RimMax Wheels (302)292-8348

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P. Mixon

**AGREEMENT REGARDING CONFIDENTIAL
INFORMATION AND INTELLECTUAL PROPERTY**

42208, uml

This is an Agreement between RimMax Wheel, LLC organized under the laws of the state of Delaware (hereinafter "Owner"), and RC Components, organized under the laws of the state of Delaware having a place of business at 1300 Farmview Dr. Suite # J 35, Dover, DE 19904 (hereinafter "Recipient") RC Components, 373 Mitch McConnell Way, Bowling Green, KY 42104 (collectively the "Parties").

AVERMENTS

Owner has developed or otherwise obtained certain confidential information and proprietary technology relating to its spinning rim for a motorcycle ("hereinafter "spinning rim").

Owner and Recipient have entered into business discussions and/or business negotiations regarding Owner's spinning rim. During the course of the discussions and/or negotiations it may be necessary that Recipient be made aware of confidential information and proprietary information belonging to Owner.

Owner does not wish to lose the confidentiality of, or diminish its rights in, the confidential information and proprietary information, and requires assurances that its rights therein will not be diminished or impaired by virtue of its dealings with Recipient. In addition, Owner requires assurances that Recipient will not unfairly take advantage of knowledge Recipient may acquire in accordance with its negotiations with Owner.

In view of the above averments and in consideration of being made aware of the confidential information and proprietary information belonging to Owner, the Recipient agrees to be bound by the terms and conditions contained below.

Accordingly, the Parties pledge and agree as follows:

DEFINITIONS

1. "Intellectual Property" means concepts, inventions, technological developments and improvements, mask works, methods, techniques, systems, documentation, data and information (irrespective of whether in human or machine-readable form), works of authorship, and products, whether or not patentable, copyrightable, or susceptible to any other form of protection and whether or not reduced to practice.

2. "Confidential Information" and "Proprietary Information" mean any and all Intellectual Property and/or information related to the spinning rim in any way, which: (i) is provided to Recipient by Owner, whether communicated to the Recipient by the Owner in writing, orally, or in any other tangible form, (ii) is created, developed, or otherwise generated by or on behalf of Owner, (iii) concerns or relates to any aspect of Owner's business, or (iv) is, for any reason, identified by Owner as confidential or proprietary; except such information which Recipient can show, clearly and convincingly: (a) is publicly and openly known and in the public domain, (b) becomes publicly and openly known and in the public domain through no fault of Recipient, or (c) is in

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Recipient's possession and documented prior to this Agreement, lawfully obtained by Recipient from a source other than from Owner, and not subject to any obligation of confidentiality or restrictions on use.

TERMS AND CONDITIONS

1. All Confidential Information, Proprietary Information, and all Intellectual Property embodying or comprising Confidential Information or Proprietary Information is and shall be the sole and exclusive property of Owner. Any Intellectual Property embodying or derived from the Confidential Information or Proprietary Information, or created, conceived or first made in connection with the business discussions and/or business negotiations between Owner and Recipient shall likewise be the sole and exclusive property of Owner. Moreover, Recipient shall not take or cause any action which would be inconsistent with or tend to diminish or impair Owner's rights in Owner's Confidential Information, Proprietary Information or Intellectual Property. Further, Recipient shall not, directly or indirectly, print, copy or otherwise reproduce, in whole or in part, or embody in any product, any Confidential Information without Owner's prior written consent.

2. Confidential Information and Proprietary Information is revealed to Recipient in strict confidence, and solely for the purpose of assessing (and perhaps performing under) the business relationship. Recipient shall not use, or induce others to use, any Confidential Information or Proprietary Information for any other purpose whatsoever, nor shall it disclose or reveal any Confidential Information or Proprietary Information to anyone except those of Recipient's employees directly involved in the business relationship or business negotiations, with a specific need-to-know, and who have first agreed to be bound by the terms of this Agreement. Recipient acknowledges that in view of the nature of the Confidential Information and Proprietary Information, the geographical scope (universal), and the temporal scope (so long as information qualifies as Confidential Information or Proprietary Information hereunder), the scope of restriction on use and disclosure of the Confidential Information and the Proprietary Information are reasonable. Recipient also acknowledges that any unauthorized disclosure or use of Confidential Information or Proprietary Information would cause Owner immediate and irreparable injury or loss, such that monetary recompense may be inadequate.

3. Upon Owner's request, Recipient will deliver over to Owner all Confidential Information and Proprietary Information, as well as all documents, media, items and technology comprising, embodying, or relating to the Confidential Information and Proprietary Information as well as any other documents or things belonging to Owner that may be in Recipient's possession. Recipient shall not retain any copies.

4. This Agreement may be amended only in a writing signed by Owner, and there are no other understandings, agreements, or representations, express or implied, relating to the subject matter of this agreement. If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable, such clause or provisions shall be interpreted to call for the protection of Owner's rights to the greatest extent which is legal, valid, and enforceable, unless such clause or provision cannot be so interpreted, or a court of competent jurisdiction declines to permit such clause or provision to be so interpreted, in which case such clause or provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement shall

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be governed by and construed in accordance with the laws of the State of Delaware without reference to the principles of conflict of laws.

Signed:

[for or on behalf of RMMMax Wheels, LLC

by Marc C. Mathis
(Type or Print Name)
[Signature]
(Signature)

Title: Co-Chief Executive officer

Date: 8/20/02

for or on behalf of RC Components

by Jim Cooper
(Type or Print Name)
[Signature]
(Signature)

Title: Sales Manager

Date: 8/20/02